

## **IC 20-5-11**

### **Chapter 11. Joint Programs**

## **IC 20-5-11-1**

### **Definitions**

Sec. 1. (a) "School corporation" shall be any local public school corporation established by and under the laws of the state. It shall include, but not be limited to, any school city, school town, consolidated school corporation, metropolitan school district, county school corporation, community school corporation, or united school corporation.

(b) "Governing body" shall be any board of school commissioners, any metropolitan board of education, any board of trustees, or any other board or commission charged by law with the responsibility of administering the affairs of the school corporation.

(c) "Joint program" shall be the joint employment of personnel, joint purchase of supplies or other material, or joint purchase or lease of equipment, joint lease of land, or buildings, or both, or joint construction of, remodeling of, or additions to school buildings, by two (2) or more school corporations, for a particular program or purpose. Such joint action shall include, but not be limited to, the joint investment of money under IC 5-13, data processing operations, vocational education, psychological services, audiovisual services, guidance services, and special education. This shall include any joint purchasing related to the acquisition of supplies or equipment which are not to be used jointly.

(d) "Participating school corporations" shall be all school corporations engaging in a joint program.

*(Formerly: Acts 1965, c.292, s.1; Acts 1971, P.L.318, SEC.1.) As amended by Acts 1981, P.L.194, SEC.2; P.L.19-1987, SEC.37.*

## **IC 20-5-11-2**

### **Authorization for school corporations to engage in joint program; contents of agreement**

Sec. 2. Any two (2) or more school corporations acting through their respective governing bodies are authorized to engage in joint programs under a written agreement executed by all participating school corporations. Such agreement shall designate the type of purchases, leases, or investments to be made, prescribe the manner of approving persons employed under the joint program, designate the type of construction, remodeling or additions to be made on the school buildings, and shall also provide for the organization, administration, support, funding and termination of such program, subject to the provisions of this chapter.

*(Formerly: Acts 1965, c.292, s.2; Acts 1971, P.L.318, SEC.2.) As amended by Acts 1981, P.L.194, SEC.3.*

## **IC 20-5-11-3**

### **Administration and supervision of joint program**

Sec. 3. Such agreement shall designate one (1) of the participating

school corporations to administer and supervise the joint program, including but not limited to receiving and disbursing funds, executing documents, and maintaining records, in accordance with the provisions of this chapter and the agreement between the participating school corporations.

*(Formerly: Acts 1965, c.292, s.3.) As amended by P.L.2-1988, SEC.538.*

### **IC 20-5-11-3.5**

#### **Teachers without prior service; employment by joint program**

Sec. 3.5. Any teacher employed in a joint program, as defined by this chapter, who does not have existing years of service in one (1) of the member corporations of the joint program, shall be considered to have been employed as a teacher by that governing body which is administering the joint program at the time that the teacher is first employed by the joint program, and such teacher shall be entitled to the same rights and privileges as set forth in IC 20-6.1-4, IC 20-6.1-5, and IC 20-6.1-6 as if employed as a regular teacher by the governing body which is administering the joint program at the time that the teacher is first employed by the joint program.

*(Formerly: Acts 1971, P.L.319, SEC.1.) As amended by P.L.104-1994, SEC.2.*

### **IC 20-5-11-3.6**

#### **Teachers with prior service; employment by joint program**

Sec. 3.6. Any teacher who has existing years of service in one (1) of the member school corporations of the joint program shall retain the same rights and privileges as set forth in IC 20-6.1-4, IC 20-6.1-5, and IC 20-6.1-6 as if still employed as a teacher in the school corporation in which the teacher has already acquired years of service.

*(Formerly: Acts 1971, P.L.319, SEC.2.) As amended by P.L.104-1994, SEC.3.*

### **IC 20-5-11-3.7**

#### **Loss of joint program teaching jobs**

Sec. 3.7. (a) A teacher who loses his job in a joint program because of a reduction in services, a reorganization, the discontinuance of the joint program, or a withdrawal in whole or in part of a participating school from the joint program shall be accorded the same rights that are provided under IC 20-1-6-20(e) for teachers from special education cooperatives.

(b) A teacher who:

- (1) is employed in a joint program under this chapter;
- (2) loses the teacher's job in the joint program as described in this subsection; and
- (3) subsequently is employed by a participating school corporation as described in subsection (a);

retains the rights and privileges under IC 20-6.1-4, IC 20-6.1-5, and IC 20-6.1-6 that the teacher held at the time the teacher lost the job

in the joint program as described in subdivision (2).

*As added by P.L.110-1984, SEC.2. Amended by P.L.104-1994, SEC.4.*

#### **IC 20-5-11-4**

##### **Joint services, leasing, construction, and supply fund**

Sec. 4. (a) The governing bodies of participating school corporations are authorized to pay into a joint fund, to be known as the "Joint Services, Leasing, Construction and Supply Fund," an amount set forth in the written agreement. Such governing body shall budget and appropriate funds for the joint program from a special school fund or tuition fund of their respective school corporations, in accordance with law governing the use of such funds.

(b) The Joint Services, Leasing, Construction and Supply Fund shall be held by the governing body of the school corporation designated in the written agreement to administer and supervise the joint program, and such governing body shall receive, disburse, maintain an account for such fund in the same manner as prescribed for other funds of such body and in accordance with the provisions of the written agreement, but without any further or additional appropriation of said funds. Such governing body shall make a complete and detailed financial report of all such receipts and disbursements within thirty (30) days following the end of each school year, and shall furnish copies of such report to the governing bodies of all other participating school corporations. Provided, however, That the provisions of this chapter relating to reports required of such governing bodies shall be supplementary to, and shall not supersede or repeal the requirements for publication of annual reports of certain school corporations as provided by IC 1971, 5-3-1.

*(Formerly: Acts 1965, c.292, s.4; Acts 1971, P.L.318, SEC.3.)*

#### **IC 20-5-11-5**

##### **Joint investment fund; administration; designated depositories**

Sec. 5. (a) The governing bodies of participating school corporations are authorized to pay into a joint fund, to be known as the joint investment fund, all or any portion of money which governing bodies may otherwise invest pursuant to IC 5-13-9. The fund shall be administered by the governing body of the school corporation designated in the written agreement, and that governing body shall receive, invest, maintain an account for, and disburse the fund in the same manner as prescribed for other funds for the governing body representing money available for investment and in accordance with the provisions of the written agreement.

(b) With respect to an investment described in IC 5-13-9, quotations may be solicited and received orally, and the investment shall be made with the duly designated depository which has submitted the highest quotation. In the event that two (2) or more duly designated depositories submit the highest quotation, the investment shall be made either:

(i) by dividing the investment among the depositories so as not to lose the benefits of the quotations received; or

(ii) if division is not practicable, by lot.

(c) The duly designated depository holding the investment shall remit to the governing body administering the joint program any money due under the investment on the date the investment matures and in the manner directed by the governing body. Any duly designated depository participating in an agreement for joint investment of money under IC 5-13 shall provide a detailed accounting of the transactions as required for audit purposes by the state board of accounts.

*As added by Acts 1981, P.L.194, SEC.4. Amended by P.L.19-1987, SEC.38.*